

Scott Co. Library System

Teamsters #238 (Library)

7/1/2006

6/30/2009

SCOTT CO. LIBRARY SYSTEM / TEAMSTERS #238 06-09

AGREEMENT

BETWEEN

SCOTT COUNTY LIBRARY SYSTEM

AND

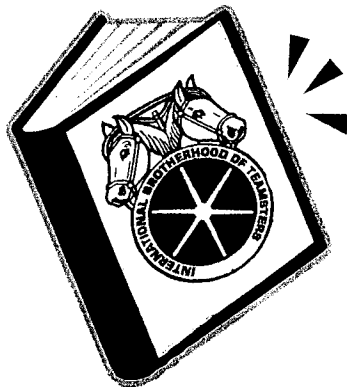
CHAUFFEURS, TEAMSTERS & HELPERS, LOCAL UNION

NO. 238, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS.

JULY 1, 2006

THROUGH

JUNE 30, 2009



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SCOTT COUNTY LIBRARY SYSTEM

PREAMBLE

This collective bargaining agreement is made and entered into by and between the Scott County Library System, with headquarters in Eldridge, Iowa (hereinafter called the "Employer"), and Chauffeurs, Teamsters and Helpers Local Union No. 238 (hereinafter called the "Union").

ARTICLE I

RECOGNITION

Section 1. Bargaining Unit.

The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in the following bargaining unit as certified by the Iowa Public Employment Relations Board:

Included: All non-administrative, non-professional, full-time librarians, Librarian I, Library Assistant I and II, all permanent part-time branch librarians, all part-time clerks and book mobile drivers.

Excluded: Library Director, Administrative Secretary, Professional Librarians II, all substitute librarians and drivers, all elected officials and any other persons excluded by Section 4 of the Act.

Section 2. Permanent Part-Time Employees.

Permanent part-time employees shall be eligible for holiday pay, vacation pay and sick leave on a pro-rata basis to reflect the ratio between the employee's regularly scheduled hours per week and forty hours. Permanent part-time employees and their dependents shall be entitled to be covered by certain health and benefit plans as set forth in Article XIII. Permanent part-time employees will only be credited for pro-rata purposes with those hours that they are regularly scheduled to perform bargaining unit work each week.

Section 3. Temporary Employees.

Temporary employees are those hired for a specific period of time, to accomplish particular projects or implement special programs or to fill positions of permanent employees assigned to those special projects. Temporary employees shall not be covered by the terms of this collective bargaining agreement.

Section 4. New Classifications.

In the event the Employer establishes a new job classification, the Employer shall designate the job classification and wage rate for the job classification. In the event the Union disagrees with the wage rate, it may submit a grievance at Step 1 of the grievance procedure provided pending settlement of the grievance, the wage rate established by the Employer shall prevail.

Section 5.

The use of the male pronoun "he" or "his" shall be deemed to include female employees as well.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1.

The Employer shall retain the sole right and authority to operate and direct the affairs of the employees and the Scott County Library System in all its various aspects, including but not limited to, all rights enumerated by Section 7 of the Public Employment Relations Act and all rights and authority exercised by the Employer prior to the execution of this collective bargaining agreement. Among the rights retained by the Employer are the rights to manage the Employer's operations and to direct the working forces; to plan, direct and control all the operations and services of the Scott County Library System; to schedule and assign work; to establish normal work hours; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; the right to subcontract all or part of its operations; the right to hire, examine, classify, promote, train, transfer, assign and retain employees; the right to suspend, demote, discharge or take other disciplinary action for cause against employees; to change or eliminate existing methods, equipment or facilities and to make and enforce rules, policies and regulations. The rights set out above and included in this Section are not grievable unless specifically and expressly permitted by a later section of this collective bargaining agreement.

Section 2.

Due to the requirements of the Employer's operations, Supervisors and other employees employed by the Employer may, on an as-needed basis, perform work that is normally performed by employees covered by this collective bargaining agreement.

ARTICLE 3

GENERAL PROVISIONS

Section 1.

The Company and the Union agree that neither will discriminate against any employee because of race, creed, color, sex, age, disability, national origin, religion or veteran status.

The Employer and the Union recognize that in all cases of conflict between Title VII of the Civil Rights Act and/or the Americans With Disabilities Act and any provision of this collective bargaining agreement, or any practice under any provision of the collective bargaining agreement, then in that event Title VII and/or the Americans With Disabilities Act shall prevail.

It is understood and agreed that each employee or prospective employee has the right to decide whether or not they wish to become a member of the Union and to make such decision freely and voluntarily without any pressure, coercion, or threat from any person, either Union or Company representative, including other employees acting on behalf of either party hereto.

Section 2. Labor/Management Meetings.

Representatives of the Union and the Employer may schedule up to four meetings annually, at a mutually agreeable time, the purpose of which shall be to provide a forum for open communications between the parties. These communications could include proposed changes which would generate cost savings and increase services. Agenda items shall be exchanged at least one week in advance of the meeting.

Section 3. Union Stewards.

It is the responsibility of the Union to notify the Library Director in writing of the names of those employees who are the designated union officers and stewards.

Section 4. Grievance Investigation and Discussion.

Any grievance discussions and investigations that take place during working hours will be done in a manner which will not interfere with essential operations of the Library.

ARTICLE 4

DUES CHECK OFF

The Employer agrees to deduct uniform union dues, fees, contributions, and any assessments, from the wages of any employee covered by this Agreement, provided the Employer has first been presented with an individual written order therefore, signed by the employee, all in the manner set forth in Section 20.9 of the 1985 Code of Iowa, which written order shall be renewed from year to year, and for succeeding collective bargaining agreements, unless the employee shall give thirty (30) days written notice to the Employer of cancellation.

The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for the Union from an employee's pay. Deductions shall be made from the first paycheck of each month, and remitted within fifteen (15) days thereafter.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievances.

A grievance is any dispute or disagreement between the parties as to the application, meaning or interpretation of specific language provisions of this Agreement and shall be processed in the following manner:

- Step 1: If an employee and his immediate supervisor are unable to resolve a grievance informally, then it shall be submitted in writing, and signed by the employee and the Union Steward, and given to the Library Director. The grievance shall be discussed at a mutually agreeable time, but in no event, no later than ten (10) working days following the submission of the grievance to the Library Director. Submission of a written grievance shall be filed within ten (10) working days of the occurrence of the event giving rise to the alleged contract violation or within ten (10) days after the

employee concerned should have become aware of the occurrence. Written grievances shall be signed by the Union Steward and the employee and shall state specifically the facts of the alleged violation, the specific provisions of the collective bargaining agreement allegedly violated, and a statement specifying what relief or remedy is requested.

Step 2: If the parties are unable to resolve the grievance, either party may, within twenty (20) days after the reply of the Library Director, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within fifteen (15) working days after notice has been given. The Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to alternately strike two (2) names from the panel. The order of striking will be determined by the toss of a coin.

Section 2. Authority of Arbitrator.

The arbitrator shall have no right to amend or modify the provisions of this Agreement. He shall consider and decide only the specific issues submitted to him in writing by the Employer and the Union, and shall have no authority to make his decision on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way, the applicable laws and rules and regulations having the force and effect of law. The arbitrator shall submit, in writing, his decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement as to the facts of the grievance presented. The decision of the arbitrator rendered in accordance with this Agreement shall be final and binding on both parties and the employee.

Section 3.

The Employer and the Union shall share equally any costs of the arbitration procedure, such as the fees and expenses of the arbitrator, and court reporter, if one is desired by the arbitrator, and the cost of a hearing room and transcript. Any other expenses will be paid by the party incurring them.

Section 4. Time Limits.

The term "working days" as used in this Article shall mean the days Monday through Sunday.

Time limits should be strictly adhered to by both parties. No grievance shall be entertained or processed unless it is submitted within the time limits set forth in Section 1 of this Article. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or the appeal thereof within the specified time limit, the Union may elect to appeal the grievance to the next step.

The time limit on each step may be extended by mutual agreement of the Employer and the Union representative involved in each step, provided such mutual agreement is contained in writing.

ARTICLE 6

NO STRIKE/NO LOCKOUT

The Union agrees on behalf of itself, its officers, agents, members and employees represented by it, that it nor they will, during the life of this collective bargaining agreement, or any extensions thereof, incite, call, sanction, condone or participate in any strike, picketing, stoppage of work, slow-down, withholding of services or any intentional interference with production of any kind for any reasons nor engage in such acts or conduct in recognition or support of issues involving employees or individuals outside the bargaining unit encompassed by this collective bargaining agreement. In the event of any of the above actions, the Employer shall notify the officers of the Union and the officers shall take whatever lawful steps are necessary to prevent or terminate the prohibited conduct. No employee shall refuse to cross a picket line during the term of this collective bargaining agreement. An employee participating in any action prohibited by this article or who refuses to perform his duties because of a strike or picket line shall be subject to discharge unless it can be proved that crossing a picket line would clearly endanger the safety of the employee.

ARTICLE 7

SENIORITY

Section 1.

All new employees (full or part-time) and current employees promoted to a new position will serve a ninety (90) day probationary period. Before the end of the employee's probationary period, the employee's supervisor will complete an evaluation of the employee's job performance. The evaluation will be discussed with the employee and if any problems exist they shall be noted on the evaluation and discussed at that time. If the supervisor feels that an employee's performance is not satisfactory at the end of the ninety (90) day probationary period, the probation may be extended another sixty (60) to ninety (90) days. If the employee's performance has still not improved to an acceptable level, the Library Director will determine if the employee should be terminated or offered a position of equal or lower classification if one is available that it is felt the employee could perform more satisfactorily. Probationary employees are subject to layoff or termination at the sole discretion of the Employer without recourse to the grievance and arbitration procedures contained in this collective bargaining agreement.

Upon satisfactory completion of the probationary period, the employee's seniority date will be dated back to the beginning of their employment.

Part-time employees who are promoted to a full-time position will be given credit for seniority purposes under this agreement with one hour for each hour worked with 2080 hours equaling a full year. Credit will be based on the employee's average number of hours worked as a part-time employee for the twelve months immediately prior to promotion times the employee's years of full service. Employees will be given no credit for prior service if there is a break in service. Once a part-time employee attains full-time status, he will be given a new seniority date for purposes of this agreement computed as set forth in this section.

Section 2.

Promotions, layoffs and recalls of employees shall be determined based on each employee's qualifications, skill, ability, attendance records, disciplinary records and length of service.

Section 3.

Employees shall lose their seniority and the employment relationship shall be broken and terminated as follows:

1. An employee quits.
2. An accepted employee resignation.
3. Employee is terminated for cause.
4. Falsification on employment application.
5. Layoff in excess of one (1) year.
6. Employee is laid off and fails to report to work within two (2) calendar weeks after having been recalled.
7. Failure to report for work at the end of leave of absence.
8. Absences due to illness or injury for more than a period of one (1) year.

ARTICLE 8

HOURS OF WORK

Section 1.

The normal work week shall consist of forty (40) hours of work for full-time employees between Sunday and the following Saturday.

Section 2.

Employees shall receive compensatory time at the rate of one and one-half (1 1/2) hours for each hour worked in excess of forty (40) hours per week. Compensatory time may accrue to a maximum of eighty (80) hours, however it may not be carried into a new fiscal year unless authorized by the Director. Compensatory time off shall be scheduled by mutual agreement between the employee and the Director.

Section 3. Call Back Pay.

Any employee called to work before or after any regularly scheduled shift or on a holiday, compensatory day, or on a day off shall be paid a minimum of two (2) hours pay or for the hours worked at the applicable rate, whichever is greater. Call time may be accrued as compensatory time, with the consent of the Employer, at the applicable rate.

Section 4.

Nothing contained in this collective bargaining agreement shall be construed as a guarantee or commitment by the Employer to any employee of a minimum or maximum number of hours of work per day, per week, or per year.

Section 5.

Employees shall work overtime as required to meet the operational needs of the library.

Section 6. Rest Periods.

All full-time and permanent part-time employees, are entitled to a fifteen (15) minute rest break for every four (4) hours of work. Employees may not go home fifteen (15) minutes early or arrive fifteen (15) minutes late in lieu of their rest breaks. All full-time employees, shall be granted a thirty (30) minute unpaid lunch.

ARTICLE 9

WORK FORCE

Section 1. Promotion.

- A. The term promotion as used in this Agreement means the advancement of an employee to a higher paying position.
- B. The Employer shall give first consideration to filling vacancies to qualified employees. In cases where two individuals are equally qualified, whether employees or applicants, seniority shall prevail. Qualified means having the necessary educational qualifications, skills, abilities and experience to perform the job and in the case of current employees shall also include their attendance and disciplinary records.

Section 2. Determination of Vacancy.

The Employer shall determine when a position is vacant and when or if it is to be filled. In the event the Employer eliminates a position, the Employer will notify the Local Union of the elimination.

Section 3. Bypass of Seniority.

If it should become necessary in making a promotion to bypass an employee's seniority, reasons for said denial shall be given in writing to the employee with a copy to the Union. The matter may then be a proper subject for the grievance procedure.

Section 4. Reversion.

A promoted employee shall be granted a thirty (30) day trial period to determine their ability to perform the job and their desire to remain on the job. Such trial period may be increased to sixty (60) days at the option of the Employer.

During the thirty (30) day trial period, the employee shall have the opportunity to revert to their previous position. If the employee is unsatisfactory in the new position (in the opinion of the Employer) notice and reasons will be submitted to the employee in writing by the Employer with a copy to the Union. The matter may then become a proper subject for the grievance procedure.

Section 5. Pay Upon Promotion.

When an employee is promoted and their current rate of pay is less than the minimum rate of the new classification, the employee shall be increased to the minimum rate of the new classification, otherwise they will retain their current rate.

ARTICLE 10

WAGES

Section 1.

The rates of pay and job classifications for employees are set forth in Appendix "A" and are attached hereto and made a part of this collective bargaining agreement.

Section 2.

Employees who have been employed for five (5) years or more shall have a longevity bonus of ten cents (\$.10) per hour added to their base rate and employees who have been employed for ten (10) years or more shall have a longevity bonus of twenty-five cents (\$.25) per hour added to their base rate and employees who have been employed for fifteen (15) years or more shall have a longevity bonus of thirty-five cents (\$.35) or more.

ARTICLE 11

HOLIDAYS

Section 1.

Full-time employees will be paid eight (8) hours at their regular straight time rate for the following holidays:

New Year's Day	Veteran's Day*
President's Day*	Thanksgiving Day
Good Friday *	Friday after Thanksgiving*
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Martin Luther King Jr. Day	

Permanent part-time employees' holiday pay will be the equivalent hours that they would have worked if the Branch had been open on the holiday.

Section 2.

The Director retains the right to declare if the Library will be closed or if the holiday will be considered a floating holiday. A floating holiday must be taken by employees within the fiscal year, or the holiday will be lost.

Section 3.

To be eligible for a holiday the employee must have completed his probationary period and must have worked the day prior to and the next day after such holiday unless employee is on paid leave.

Section 4.

If a holiday shall fall during an employee's paid vacation, an additional day's pay or an additional day's vacation, at the Employer's option, shall be given.

Section 5.

It is the policy of the Library to permit absence from work for employees who desire to observe religious holidays of their faith. When circumstances permit work schedules will be arranged to provide an alternate work time. If this is not possible, absence will be charged to annual leave (if leave is not available to leave without pay). Employees must ask one week in advance for the time off.

ARTICLE 12

VACATIONS

Section 1.

Employees shall earn paid vacations based on their consecutive years of service with the Employer. Consecutive years shall begin with the last day of hire.

Section 2.

Accrual of annual vacation leave time shall be as follows:

(a) Full Time Employees

1. Beginning with the first month of employment and up to and including five (5) years of employment - 3.07 hours per pay period or 80 hours per year.
2. After six (6) years of employment - 4.61 hours per pay period or 120 hours per year.
3. After fifteen (15) years of employment - 6.15 hours per pay period or 160 hours per year.
4. After twenty (20) years of employment - 200 hours per year.

(b) Permanent Part-Time Employees

Permanent part-time employees will earn vacation time off on the same basis as full-time employees but their vacation pay will be pro-rated based on the number of hours they are regularly scheduled to work per week compared to the forty (40) hour work week of full-time employees.

Probationary employees shall earn vacation during their probationary period but shall not be eligible to take vacation until they complete probation. Requests for annual leave must be made in writing and presented to the Library Director seven (7) days before dates requested.

Section 3.

Vacation pay will be at the employees' regular straight time hourly rate in effect immediately prior to the employee taking the vacation.

Section 4.

Vacations shall be taken during vacation periods designated by the Employer with due consideration to the preferences of employees provided this can be done without interfering with the efficient operation of the library system. A vacation schedule shall be posted by January 1st of each year and employees shall sign up for their vacation preference by February 15th of each year. If two or more employees request the same time off, the employee with the most seniority shall be granted their preference. After February 15th vacation shall be granted on the basis of who first applies for a particular time to be off on vacation.

Section 5.

Vacation that is not used in any year after it has been earned shall be forfeited.

Section 6.

Pay for unused vacation will be granted employees upon voluntary termination, retirement or reduction of work force, provided in the case of voluntary termination, the employee complies with the notice requirements of the Library's policy on Resignation.

ARTICLE 13

HEALTH INSURANCE

Full-time employees and their dependents are eligible to participate in the Scott County's health insurance, vision and dental insurance plans. The Employer shall pay the single premium for employees health insurance, long term disability, dental and vision insurance. Employees shall pay by voluntary payroll deduction dependent health insurance. Eligibility, benefits and conditions for obtaining benefits shall be governed by the plan documents of each plan. The Employer reserves the right to change the terms of the health insurance, dental and vision plans during the term of the collective bargaining agreement provided that any such change shall apply to all employees employed by the Employer.

The employer shall pay five percent (5%) and the employee ninety-five percent (95%) toward the single premium for health, dental and vision insurance for permanent part-time employees.

The Library shall maintain twenty thousand dollars (\$20,000) of term life insurance with Accidental Death and Dismemberment for each full-time employee subject to this agreement. Each employee shall be allowed to designate his/her beneficiary.

ARTICLE 14

SICK LEAVE

Section 1.

Eligible employees may be granted sick leave because of:

- (a) incapacitation for duty because of sickness or injury;
- (b) absence for medical, dental or optical examinations or treatments at the discretion of the Library Director;
- (c) affliction of a member of the employee's immediate family residing with the employee with a contagious disease where the presence of the employee at work would jeopardize the health of fellow employees (contagious disease is defined as one subject to quarantine or isolation of patient);
- (d) attendance upon a member of the employee's immediate family who is seriously

ill and requires the care and attendance by such employee, provided, however, that the employee receives prior approval from the Director, based on the seriousness of the situation..

No sick leave will be granted for disability from sickness or injury purposely inflicted. Sick leave is not intended as a supplement to annual vacation.

An employee's immediate family for purposes of this article is defined as the employee's spouse, mother, father, sister, brother, son and daughter, step children, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild or legal ward.

Employees requesting sick leave must comply with the Library's sick leave policy.

Section 2.

Employees will accrue sick leave as follows:

- (a) Full-time employees:
 - 1. Shall accrue sick leave based on a calendar year;
 - 2. Shall accrue at the rate of four (4) hours every two (2) week pay period (104 hours a year)
- (b) Permanent part-time employees shall be entitled to sick leave:
 - 1. Shall accrue sick leave based on a calendar year;
 - 2. Shall accrue sick leave on the same basis as full-time employees, but their sick leave pay will be prorated based on the number of hours they are regularly scheduled to work per week compared to the forty (40) hour work week of full-time employees.

Section 3.

- (a) Employees shall accrue sick leave during their probation but shall not be entitled to use sick leave until they complete probation.
- (b) Sick leave will be allowed to be accumulated from year to year without limit.

- (c) Sick leave will be charged in actual hours used in hourly increments with one-half (1/2) hour being the minimum.
- (d) Sick leave will automatically terminate upon separation or retirement of employment.

Section 4.

Sick leave is kept on an hourly basis. No employee shall suffer loss or impairment of seniority during the continuance of any period of inability of the employee to perform the duties required of the employee's position. The employee's position may be temporarily filled at any time during the employee's absence from duty.

Section 5.

Employees shall be eligible for maternity leave in accordance with the Library's maternity leave policy.

ARTICLE 15

LEAVES OF ABSENCE

Section 1. Application for Leave.

Any requests for unpaid leaves of absence shall be submitted in writing by the employee to the Library Director. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Such requests shall be made as far in advance of the desired leave as is reasonably possible. A prompt answer to the request for leave of absence shall be furnished to the employee by the Library Director and shall be in writing. Leaves of absence shall not be used to seek and try out new employment.

Section 2. Reasonable Purpose.

Unpaid leaves of absence for a limited period not to exceed three (3) months may be granted at the discretion of the Library Board and such leave may be extended or renewed for any reasonable period.

Section 3. Military Leave.

Military leaves of absence shall be granted in compliance with Federal and State Law.

Employees who are members of the National Guard, Organized Reserves, or any component part of the military, Naval, Air Force or Nurse Corps of this State or Nation, or who are or may be otherwise inducted into the military service of this State or of the United States, shall when ordered by proper authority to active State or Federal service be entitled to a leave of absence for the period of such active service without loss of status or efficiency rating. Employees who are members of the National Guard or organized Reserves shall be granted leave for summer training without loss of pay during the first two weeks of such leave of absence. The Employer may make a temporary appointment to fill any vacancy created by such leave of absence.

Section 4. Insurance Benefits.

Employees on unpaid leaves of absence, except military leave, may continue coverage under the Employer's insurance plans by paying the COBRA premium rate established for employees who terminate employment.

Section 5. Return After Leave of Absence.

Employees returning from medical or military leave of absence shall, in addition to accruing seniority during such leave, be returned to the position held at the time the leave commenced. If, because of circumstances such position is not available, the employee will be placed in a comparative classification and pay grade for which she/he is qualified to perform.

Employees on personal leave which exceeds thirty (30) days shall not accrue seniority and additionally, employees returning from a personal leave of absence of longer than thirty (30) days shall be returned to the position they previously held, if available. If such position is not available, the Employer at its discretion may place the employee in another vacant classification and pay grade for which the employee is qualified to perform.

Section 6.

Regular full-time employees shall receive one (1) day per fiscal year of personal leave with regular pay. Permanent part-time employees shall receive one (1) day per year of personal leave with regular pay on a pro-rated basis on the employee's regularly scheduled hours per week. This leave shall be taken in increments of not less than four (4) hours.

This leave may not be taken without prior authorization of the Director but employees must notify the Employer at least twenty-four (24) hours in advance of the start of the shift for which the employee is taking the personal leave. In the case of emergencies where twenty-four (24) hour notice is not possible, the employee shall notify the Employer as soon as possible, but not less than one (1) hour before the start of the shift.

ARTICLE 16

TRAINING AND EDUCATION

Section 1.

Employees who are requested by the Employer to attend a conference, workshop, seminar or convention shall have all normal business expenses reimbursed in addition to being granted a paid leave of absence for the period necessary for such attendance. In addition, in order to comply with the Fair Labor Standards Act, travel time (excluding meal periods) in one twenty-four hour period shall be considered work time.

Employees may request and may receive reimbursement or partial reimbursement for expenses and time for attendance at non-required conferences, workshops, seminars and conventions.

ARTICLE 17

BEREAVEMENT LEAVE

Employees, upon request, will be excused for up to three (3) consecutive work days with pay, one day of which must be the day of the funeral, without the loss of pay in the event of the death of the employee's spouse, mother, father, sister, brother, son and daughter, step children, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild or legal ward.

An employee may be required to submit documentation of the need for a bereavement leave.

ARTICLE 18

JURY AND WITNESS DUTY

Employees who are called or required to serve on a jury or subpoenaed as a witness in a matter in which they are (e.g. plaintiff, defendant, etc.) will be paid the difference between their jury or witness fees and their straight time hourly rate of pay for all their scheduled hours of work missed. Employees shall present proof of call or service and must report immediately for work if they are discharged from jury or released as a witness before the end of their scheduled hours of work.

ARTICLE 19

SAVINGS CLAUSE

Should any article, section, or portion thereof, of this collective bargaining agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction.

ARTICLE 20

ENTIRE AGREEMENT

This collective bargaining agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this collective bargaining agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this collective bargaining agreement. Therefore, the Employer and the Union for the life of this collective bargaining agreement, agree that the other shall not be obligated to bargain collectively with respect to any other subject covered in this collective bargaining agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this collective bargaining agreement. Notwithstanding anything contained in this agreement, the Employer shall have the right to change its personnel policies without negotiation with the Union.

It is understood and agreed that this contract shall not be varied or amended by oral agreement or by custom or practice, and may only be amended or modified by written agreement signed by both parties. The failure of any party at any time or from time to time to exercise any right under this collective bargaining agreement or to insist upon strict compliance with its provisions will not effect the right of either party to exercise any right or insist upon strict compliance thereafter.


ARTICLE 21

DURATION

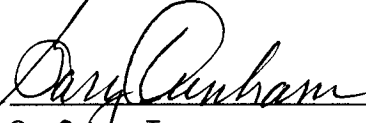
This collective bargaining agreement shall be effective July 1, 2006, and shall continue through June 30, 2009.

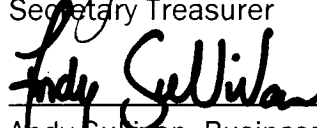
This collective bargaining agreement, including any modifications thereof, shall continue from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification of the collective bargaining agreement shall cause a written notice to be served on the other party by September 15th of the year prior to the time when modification is desired.

Scott County Library System



Chauffeurs, Teamsters and
Helpers, Local Union No. 238



Secretary Treasurer


Andy Sullivan, Business Agent

APPENDIX A

Scott County Library System Salary Schedule

	<u>New Range</u>	<u>60%</u>	<u>100%</u>	<u>Year 3</u>
Paraprofessional	\$14.00-\$17.25	\$16.21	\$17.25	COLA
Driver/Facility Caretaker	\$11.50-\$15.00	\$14.10	\$15.00	COLA
Substitute/PT Driver	\$10.00-\$13.00	\$12.22	\$13.00	COLA
Branch Associates	\$12.50-\$14.00	\$13.16	\$14.00	COLA
Clerk I	\$10.53-\$13.00	\$12.22	\$13.00	COLA
Clerk II	\$9.50-\$10.60	\$9.93	\$10.60	COLA
Clerk III	\$6.00-\$7.00	\$6.58	\$7.00	COLA
Substitute Clerk	\$7.00-\$8.00	\$7.52	\$8.00	COLA
Pages	\$5.75-\$7.00	\$6.58	\$7.00	COLA

General wage increases for all employees effective July 1, 2008 will be Cost of Living (COLA) of no less than four percent (4%).